

BK 1629 PG 0277

RECORDATION REQUESTED BY:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

STATE MS.-DESOTO CO.

FILED

Dec 30 11 27 AM '02

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

BK 1629 PG 277
W.E. DAVIS CH. CLK.

SEND TAX NOTICES TO:

AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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This Modification of Deed of Trust prepared by:

TRACY M JONES
AMSOUTH BANK
P.O. BOX 830721
BIRMINGHAM, AL 35283
(800) 896-6513

NOTE TO CHANCERY CLERK:

SL3, T 3 S, B 800

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 17, 2002, is made and executed between IRVIN A ANDREWS, whose address is 2557 WEST ST, HERNANDO, MS 38632 and NANCY HAMER ANDREWS, whose address is 2557 WEST ST, HERNANDO, MS 38632; husband and wife ("Grantor") and AmSouth Bank, P.O. Box 830721, Birmingham, AL 35283 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 15, 2001 (the "Deed of Trust") which has been recorded in DESOTO County, State of Mississippi, as follows:

RECORDED ON AUGUST 31, 2001 IN THE OFFICE OF W.E. DAVIS IN BOOK 1375 PAGE 69.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DESOTO County, State of Mississippi:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2557 WEST ST, HERNANDO, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$153,000 to \$170,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

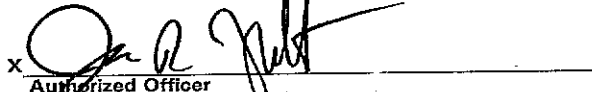
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 17, 2002.

GRANTOR:

x 
IRVIN A ANDREWS, Individually

x 
NANCY HAMER ANDREWS, Individually

LENDER:

x 
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of December, 20 02, within my jurisdiction, the within named **IRVIN A ANDREWS and NANCY HAMER ANDREWS**, husband and wife, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Kathleen Ray
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2003
BONDED THRU STEGALL NOTARY SERVICE

LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of December, 20 02, within my jurisdiction, the within named _____ a _____ corporation, and acknowledged that, for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Kathleen Ray
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2003
BONDED THRU STEGALL NOTARY SERVICE

45.24 2074.4 P.001

Description of the Baxter 0.44 acre lot as part of Town Lots 87, 110 and 196, in Section 13; Township 3 South; Range 8 West; City of Hernando in DeSoto County, Mississippi.

Beginning at the Southeast corner of Town of Hernando Lot 110 as shown on the original town map in Section 13; Township 3 South; Range 8 West; thence North 137.5 feet along the West right of way of West Street (40 feet wide) to the Northeast corner of Town Lot 87; thence West 147.0 feet along the South right of way of Center Street to the Northeast corner of the Dr. Mac Baxter house lot; thence South 138.7 feet with an interior angle of $86^{\circ} 35'$ to the Southeast corner of said Dr. Baxter lot; thence East 134.0 feet along the North right of way of Losher Street (50 feet wide) to the point of beginning and containing 0.44 acres, more or less.

SOURCE OF TITLE IS
BOOK 347 PAGE 433